passenger is entitled. *Bates v. Old Colony R. Co.*, 147 Mass. 255; *contra, Voight v. Baltimore, etc., R. Co.*, 79 Fed. 561. But void as to mail agents for want of consideration. *Seybolt v. New York, etc., R. Co.*, 95 N. Y. 562.

CARRIERS—STREET RAILROADS—LOSS OF BAGGAGE—LIABILITY.—SPERRY V. CONSOLIDATED RY. CO., 65 ATL. (CONN.) 962.—*Held*, that where a carrier does not take full possession of the baggage of a passenger, but the same remains under his control, the carrier, in the absence of a special agreement, does not assume the carriers' liability of an insurer, but becomes responsible only for failing to exercise reasonable care to protect the same from loss or injury.

Carriers of passengers may become liable as bailee of passengers' baggage the same as a common carrier of goods, *Penn. R. R. Co. v. Knight*, 58 N. J. L. 287; *Dowd v. Albany R. Co.*, 47 N. Y. App. Div. 202; but the carriers' liability is not that of an insurer, when passenger retains such baggage in his possession, *Kingsley v. Lake Shore R. Co.*, 125 Mass. 54; *Steamship Co. v. Bryan*, 83 Penn. St. 446; *Gleason v. Goodrich Transp. Co.*, 32 Wis. 85; his duty in such case being to exercise reasonable care to protect such effects, *Greenfield First Nat. Bank v. Marietta R. Co.*, 20 Ohio St. 259; *Henderson v. Louisville R. Co.*, 123 U. S. 61. Although there are some English cases upholding the same rule, *Berghiem v. Great Eastern*, 3 C. P. Div. 221; *Great Northern R. Co. v. Shepherd*, 8 Exch. 30; they have been disapproved of in a later case, which is recognized as prevailing, *Great Western R. Co. v. Burnet*, L. R. 13 App. 47; but the apparent conflict may be distinguished by their peculiar methods of business in connection with carriage of baggage. *Le Conteur v. London*, 6 B. & S. 967.

CARRIERS—STREET RAILWAYS—REFUSAL TO GIVE TRANSFER.—JOHNSTON V. NEW YORK CITY RY. CO., 104 N. Y. SUP. 812.—*Held*, that a street railway is not liable for a refusal to give a transfer to one who becomes a passenger solely to lay a foundation to sue for such refusal.

CONTRACTS—ILLEGALITY—PARTIES IN PARI DELICTO.—RIGHT OF ACTION.—FALKENBERG V. ALLEN, 90 PAC. (OKLA.) 415.—*Held*, that where a number of persons conspire together to perpetrate a confidence game and work a swindle upon a victim by pretending to bet upon a foot race, and they induce the victim to believe that the race is fixed, and that his money will only be used to put up against those who bet upon the opposite side, and that the stakeholder will return it to him as soon as the opposite betters put up their money, when, in fact, the runners and all the others connected with the conspiracy intend that the victim shall lose his money, and the fake race is only used and run to induce him to place his money in their possession so that they can pretend that he lost his money, and thus cheat and swindle him, *held* that, although he may be a victim in *pari delicto* with the other conspirators, he may recover from the so-called stakeholder where he denounces the scheme and demands of the stakeholder his money before the race is run.

CONTRACTS—PUBLIC POLICY—RESTRAINT OF TRADE.—UNITED SHOE MACHINERY CO. V. KIMBALL, 79 N. E. 790 (MASS.) Where a bill of sale of business, with the good-will thereof, stipulated that the seller would not for a period of fifteen years directly or indirectly engage in a similar business, more than half of the consideration being paid by the buyer for the good-